

THE HONORABLE KAREN L. STROMBOM

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

ROBERT LEE TAYLOR, SR., individually
and on behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL AUTO GROUP I, INC., a
Washington corporation, d/b/a TACOMA
DODGE CHRYSLER JEEP,

Defendant.

NO. 3:13-cv-05245-KLS

PRELIMINARY APPROVAL ORDER

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WHEREAS, on or about August 28, 2015, the Parties entered into a Settlement Agreement, which sets forth the terms and conditions of the Settlement and release of certain claims against defendant Universal Auto Group I, Inc. d/b/a Tacoma Dodge Chrysler Jeep Ram (“Universal Auto” or “Defendant”) and the Released Parties; the Court having reviewed and considered the Settlement Agreement, which defines the terms used herein, and all of the filings, records, and other submissions; the Court finds upon a preliminary examination that the Settlement Agreement appears fair, reasonable, and adequate, and that a hearing should and

will be held after notice to the Settlement Class in order to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether the Final Approval Order and final judgment should be entered in this Action pursuant to the terms and conditions set forth in the Settlement Agreement.¹

THEREFORE, THE FOLLOWING IS HEREBY ORDERED:

1. For purposes of settlement only, this Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the Settlement Class.

2. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of settlement only, the Settlement Class is preliminarily certified as follows:

All persons who had one or more of the 8,143 cellular telephone numbers appearing on the "Settlement Class List," which is a list of cellular telephone numbers to which robocalls were placed on Universal Auto's behalf and that includes the names and U.S. mailing addresses of the people who OneCommand determined owned those numbers. Excluded from the Settlement Class are those persons who were called on Universal Auto's behalf but whose numbers were not included on the Settlement Class List.

3. For purposes of settlement only, the Court hereby appoints Plaintiff as Class Representative pursuant to Rule 23 of the Federal Rules of Civil Procedure, and finds that, for settlement purposes only, the Class Representative has and will fairly and adequately protect the interests of the Settlement Class.

4. For purposes of settlement only, the Court appoints the attorneys at Terrell Marshall Daudt & Willie PLLC as Class Counsel and finds that for settlement purposes, Class Counsel have and will fairly and adequately protect the interests of the Settlement Class.

¹ Terms shall have the meaning ascribed to them in the Settlement Agreement.

1 5. The Court preliminarily finds that the Settlement Agreement is fundamentally
2 fair, adequate, and reasonable, and for the purposes of settlement only, that the Settlement
3 Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure as follows:

4 a. The number of members in the Settlement Class is so numerous that
5 joinder of all members is impracticable;

6 b. There are common questions of law and fact;

7 c. The claims of the Class Representative are typical of the claims of the
8 Settlement Class;

9 d. The Class Representative and Class Counsel will fairly and adequately
10 represent and protect the interests of the Settlement Class;

11 e. The questions of law and fact common to the members of the Settlement
12 Class will predominate over individual questions of law and fact; and
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14 f. A class action is superior to other methods of adjudication.

15 6. The Court appoints KCC as the Claims Administrator, who shall fulfill the
16 functions, duties, and responsibilities of the Claims Administrator as set forth in the Settlement
17 Agreement and this Order.
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19 7. The Court approves the proposed forms of notice and notice plan for giving
20 direct notice to the Settlement Class by U.S. Mail as set forth in the Settlement Agreement and
21 its attached exhibits (“Notice Plan”). The Notice Plan, in form, method, and content, fully
22 complies with the requirements of Rule 23 and due process, constitutes the best notice
23 practicable under the circumstances, and is due and sufficient notice to all persons entitled
24 thereto. The Court finds that the Notice Plan is reasonably calculated to, under all
25 circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this
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1 action, the terms of the Settlement Agreement, and the right to object to the Settlement and to
2 exclude themselves from the Settlement Class.

3 8. Pursuant to the Settlement Agreement, the Claims Administrator shall provide
4 individual notice via U.S. Mail to the most recent mailing address as reflected in computerized
5 account records maintained by OneCommand and/or DealerTrack no later than October 9,
6 2015, which is thirty (30) days following entry of this Order ("Notice Deadline").
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8 9. Members of the Settlement Class may exclude themselves from the Settlement
9 Class by advising the Claims Administrator in writing no later than the Objection/Exclusion
10 Deadline, which is sixty (60) days after the Notice Deadline. All such writings must be signed,
11 and if mailed, must be postmarked no later than the Objection/Exclusion Deadline.

12 10. Any Settlement Class Member who desires to object to the fairness of this
13 Settlement must file a written objection with the Court by the Objection/Exclusion Deadline,
14 which is sixty (60) days after the Notice Deadline. The objection must provide the objector's
15 name, address, telephone number at which the Calls were received, and the reason(s) for the
16 objection.
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18 11. Anyone who properly objects, as described herein, may appear at the Final
19 Approval Hearing, including through an attorney hired at the objector's expense. Such
20 objectors or their attorneys intending to appear at the Final Approval Hearing must file a Notice
21 of Intention to Appear with this Court no later than 10 days prior to the Final Approval
22 Hearing. Any member of the Settlement Class who fails to comply with the provisions herein
23 shall waive and forfeit any and all rights to object, and shall be bound by the terms of this
24 Settlement and the orders and judgments of this Court. Class Counsel shall file responses to any
25 valid objections no later than 14 days prior to the Final Approval Hearing. Universal Auto's
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1 counsel may file additional responses, but no later than 14 days prior to the Final Approval
2 Hearing.

3 12. The Final Approval Hearing pursuant to Rule 23(e) of the Federal Rules of Civil
4 Procedure will be held before this Court to finally determine whether the prerequisites for class
5 certification and treatment under Rule 23(a) and (b) of the Federal Rules of Civil Procedure are
6 met; to determine whether the Settlement is fair, reasonable, and adequate, and should be
7 approved by this Court; to determine whether the Final Approval Order and final judgment
8 under this Settlement Agreement should be entered; to consider the application for attorneys'
9 fees and expenses of Class Counsel; to consider the application for a service award to the Class
10 Representative; and to rule on any other matters that the Court may deem appropriate. At the
11 Final Approval Hearing, the Court may enter the Final Order of Judgment and Dismissal with
12 Prejudice in accordance with the Settlement Agreement that will adjudicate the rights of the
13 Settlement Class Members.
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15 13. The Final Approval Hearing is scheduled for February 3, 2016 at 9:30 a.m. at
16 U.S. District Court for the Western District of Washington, Tacoma Division, located at 1717
17 Pacific Avenue, Courtroom F, Tacoma, WA 98402.
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19 14. All memoranda and other submissions in support of the Final Approval Order
20 and this Settlement shall be filed no later than fourteen (14) days prior to the Final Approval
21 Hearing.
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23 15. Universal Auto shall pay all notice expenses pursuant to the Settlement
24 Agreement.
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26 16. On or before thirty (30) days after the Notice Deadline, Class Counsel shall file
and serve an application for an award of attorneys' fees and out-of-pocket costs, and an

1 application for service award to Plaintiff. The application shall be posted on the Settlement
2 Website within 24 hours of the day it is filed.

3 17. On or before fourteen (14) days prior to the Final Approval Hearing, Class
4 Counsel shall file and serve a motion for final approval and responses to any objections.

5 18. All members of the Settlement Class will be bound by all orders pertaining to
6 the Settlement unless such persons request exclusion from the Settlement Class as provided
7 herein. Members of the Settlement Class who do not timely and validly request exclusion shall
8 be so bound, even if they have previously or subsequently initiated individual litigation or other
9 proceedings against the Released Parties relating to the Released Claims.
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11 19. Settlement Class Members do not need to appear at the Final Approval Hearing
12 or take any other action to indicate their approval and partake in this Settlement.

13 20. This Order and the Settlement are not admissions or concessions by Universal
14 Auto of any liability or wrongdoing. This Order is not a determination of liability or
15 wrongdoing. This Order also does not constitute any opinion or position of this Court as to the
16 merits of the claims and defenses related to this Action.
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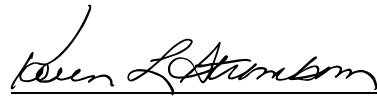
18 21. This Action is stayed until further ordered by this Court, except such actions and
19 proceedings that may be necessary to implement this Settlement and Order.

20 22. If the Effective Date does not occur, the parties shall be returned to the status
21 quo ex ante, for all litigation purposes, as if no Settlement had been negotiated or entered into
22 and thus this Order and all other findings or stipulations regarding the Settlement, including but
23 not limited to, certification of the Settlement Class shall be automatically void, vacated, and
24 treated as if never filed.
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2 23. This Court retains jurisdiction to consider all further matters arising out of or
3 connected with the Settlement.

4 IT IS SO ORDERED.

5 DATED this 9th day of September, 2015.
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8 Karen L. Strombom
9 United States Magistrate Judge
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